Ready-Made Investments

Terms & Conditions

Effective from 10 December 2026

BANK OF SCOTLAND

Contents

If you'd like a copy of this document in large print, Braille or in audio format, please contact us on **0330 123 5521**. All literature and future communication will be given in English.

If you have a hearing or speech impairment, you can contact us using the Relay UK Service. This is available 24 hours a day, 7 days a week.

This document sets out the terms for the services provided for your Ready-Made Investment Account (the "Account"). Our partner, Embark Investment Services Limited (Embark), is the provider and operator of the Ready-Made Investments Account. We're all part of Lloyds Banking Group, which incorporates many well-known companies including Scottish Widows, Lloyds Bank, Halifax, Bank of Scotland, and Embark.

Ready-Made Investments is provided by Embark Investments Services Limited (EISL), which is a wholly owned subsidiary of Embark Group Limited. EISL is a company incorporated in England and Wales (company number 09955930) and is authorised and regulated by the Financial Conduct Authority (Financial Services Register number 737356).

Where this document uses "us", "we" or "our" this means Embark.

Words in singular shall include plural and words in plural shall include singular.

1. General Terms & Conditions

1.1 Our Contract With You

We offer two Accounts, an Investments account and/or an Investments ISA as part of Ready-Made Investments.

The Terms & Conditions for a Ready-Made Investments Individual Savings Account (ISA) and/or Ready-Made Investment General Investment Account (GIA) will be provided by us. These include the General Terms and Conditions found in this section and the relevant additional Terms. The additional Terms for the Ready-Made Investments ISA can be found in Section 2, and the additional Terms for the Ready-Made Investments GIA can be found in Section 3.

This document, together with the documents listed below, sets out the terms of the agreement between you and us (the "Terms and Conditions") upon which the Accounts are provided to you.

The additional documents are:

- Ready-Made Investments ISA declaration;
- Key Features Document for the Ready-Made Investments ISA;
- Key Features Document for the Ready-Made Investments GIA;
- Confirmation Schedule; and
- Charges Information Document.

This agreement will start when we confirm that we've accepted an application from you to open a Ready-Made Investment Account. To confirm this, we'll send you the Confirmation Schedule. If, for whatever reason, we can't accept an application to open an Account for you, we'll let you know and no Ready-Made Investment Account will be set up.

You need to complete a separate application for each Ready-Made Investment Account to be opened with us. Our acceptance of the first application does not mean that we'll accept your application for any further Ready-Made Investment Accounts.

Transferring Our Responsibilities

We may transfer all or part of our rights and obligations under our Terms & Conditions with you to another firm. We won't ask for your consent to do this, except where required by regulation, but will only do so if that other firm agrees that your rights under these terms and conditions won't be badly affected in any way. You'll be provided with the Data Privacy notice of the other firm ahead of any transfer of data to them. This will explain how the firm will use and store your personal data.

1.2 Roles and Responsibilities

1.2.1 Our Roles And Responsibilities

We are the provider of the Ready-Made Investment Products as detailed in Section 1.1 under these Terms & Conditions.

We classify you as a "Retail Client" under the Financial Conduct Authority (FCA) Rules. This entitles you to a level of protection in the event you need to complain or claim compensation. It also means that we commit to providing you with information in a clear and simple way.

We will:

- operate your Ready-Made Investment Account in line with these Terms & Conditions, the Financial Conduct Authority (FCA) Rules and any other Applicable Laws;
- use due care and diligence in operating your Ready-Made Investment Account;
- act reasonably, proportionately and fairly, in line with the FCA Rules or any other Applicable Laws when we use our discretion, make a decision, or require information, in accordance with these Terms and Conditions;
- act on an execution-only basis, meaning we won't give you any financial, legal or tax advice relating to your Ready-Made Investment Account, or to any Instruction or Trade Instruction in respect of an Investment that you make;
- where applicable, collect contributions from your nominated bank account.
- send the Fund Manager Trade Instructions to buy and sell your Investments;
- hold your Investments and Cash in line with Regulatory Requirements including the FCA Custody Rules and Client Money Rules; and
- make a statement available to you, starting from the Account opening date, detailing how the Investments in your Account are performing, together with any other information we are required to send to you.

We may, from time to time, delegate some of our functions to Trusted Third Parties.

We won't:

- make any decisions about the merits of any instructions or trades and will carry these out as requested;
- be responsible for the performance of any Assets you invest into;
- give you any financial, investment or tax advice or assess the suitability or appropriateness of the Ready-Made Investments Account for you;
- be responsible for the performance of any Investments or be responsible for the acts and omissions of any Fund Manager, our Banking Partner, or trusted Third Parties except if they arise as a result of our negligence or wilful default;
- be responsible if you can't access your Ready-Made Investment Account during core operational hours because of unplanned interruptions;
- be responsible for events beyond our reasonable control in line with Section 1.17.1.

1.2.2 Your Responsibilities

You agree:

- to comply fully with all Applicable Laws;
- that you are responsible for providing your Instructions and Trade Instructions;
- to promptly provide any personal identification we ask for;
- to provide any information we ask for, including your bank details if necessary;
- that the decision to open an Account and invest is yours based on the information you have been provided with about the Accounts and funds, and you understand that you are not receiving advice;
- to notify us immediately if you breach any of these Terms & Conditions;
- that any Instructions you provide to us will be correct;
- to regularly log on to your online Ready-Made Investment Account to review your Account as well as read any communication or documentation we may add to your Document Library from time to time;
- to update your online Account as soon as possible with any changes to information we hold for you; for example, your name, where you live, email address or bank or building society account, or citizenship or country of tax residence;
- to keep your Security Details secret at all times and not disclose them to anyone, take all reasonable care to prevent unauthorised or fraudulent use of your Security Details by others, and contact us as soon as possible if you know or suspect that someone knows your Security Details or is impersonating you;
- to review your statements and reply to any communications that are sent to you, where required;
- that in the event there is insufficient Cash or Assets within your Account to pay any Charges, you'll pay those Charges to us if we ask you to;
- to provide us with the information we ask for, including your National Insurance number, to make sure your personal records are complete. If you don't provide this information, we may not be able to proceed with any Instruction or Trade Instruction.

If you've followed these Terms and Conditions, we'll reimburse you for the losses that you suffer because of your Security Details being used fraudulently.

1.3 Eligibility

To open a Ready-Made Investment Account, you must be:

- Aged 18 or over and under 75;
- a UK resident and UK taxpayer;
- registered for Online Banking.

You must not be:

- a resident of the Channel Islands (Jersey, Guernsey or the Isle of Man);
- a U.S. Person, meaning a citizen or permanent resident of the United States of America, or someone who satisfies the Internal Revenue Service (IRS) Substantial Presence Test. For full details, please refer to **www.irs.gov**.

If, after opening your Ready-Made Investments Account you move abroad or your eligibility status changes, it's your responsibility to tell us immediately, as you may no longer be eligible to continue to contribute or keep your Account open.

1.4 Applying for A Ready-Made Investment Account

A Ready-Made Investment Account can be opened with a minimum monthly payment of £20, or £1 as a one-off, or as a transfer from an existing ISA.

To apply for a Ready-Made Investment Account, you'll need to complete and submit an electronic application together with any documentation we require.

By submitting your application, you confirm your acceptance to these Terms & Conditions.

Applications must be made together with:

- a payment, which meets the minimum payment requirements, and/or;
- a Direct Debit instruction; and/or;
- where you're opening an Account with a transfer, a fully completed transfer instruction may be required.

Your Ready-Made Investment Account will be opened once we send you a Confirmation Schedule.

We have the right to refuse any application to open a Ready-Made Investment Account.

You must make sure the right Account reference details are included in all direct credit payments, to enable the funds to be correctly allocated to your Account. We won't be responsible if we can't match funds received with incorrect Account reference details.

1.4.1 Applying for other Accounts

Once you open your Ready-Made Investment Account, you can open additional accounts if needed. Simply complete and submit an electronic application for each new account and provide any further documentation we may need. We're here to assist you every step of the way.

1.5 Cancellation Rights

When you open a Ready-Made Investment account you have the right to cancel your application within 30 days of the account being opened. When we receive your valid instructions to cancel, either in writing, by email or by telephone, we'll process instructions to sell any assets purchased with your payment or Cash transfer in line with Sections 1.5.1, as well as our Order Execution Policy (Appendix B). We will:

- Return cancelled payments when they have cleared.
- Return payments to the source from which we receive them.

Additional cancellation terms apply to the Ready-Made Investment ISA (detailed in Section 2.3).

If we've purchased Investments during the cancellation period, we'll sell them before we complete the cancellation. You may receive less than you initially invested if the value of your investments has fallen during the cancellation period. You'll bear that risk, as well as any costs for the transactions. We won't include any investment gain in your return payment (which we'll pay to a charity of our choice), and we'll return any applicable tax relief back to HMRC. We'll pay any Cash held to you without any interest.

We'll also return the Money as above if we have to cancel your Account as a result of our Anti Money Laundering identity verification requirements not being satisfied.

1.5.1 Cancellation Rights: Cash Contributions

When you start an Account with a regular payment, a one-off payment or Cash transfer, and for each subsequent Cash transfer, we'll send you a Confirmation Schedule, which will include details of "Your right to cancel".

You'll have a 30-day cancellation period that will start from the date you receive the Confirmation Schedule.

If you cancel an Account during the 30-day cancellation period, what you get back will depend on the type of payment we receive:

- For a regular payment, we'll refund the initial payment made to open the Account.
- For a Cash transfer or one-off payment, we'll return the payment, minus any fall in the value of the assets purchased with that payment. Also charges applied by Third Parties, as outlined in Section 1.11 won't be refunded.

If you cancel an Account within the 30-day cancellation period, any increase in the value of your assets up to the cancellation date will be paid to a charity of our choice.

1.6 Accessing Your Ready-Made Investment Account Online

We'll give you access to view your Ready-Made Investments Account online. This will be from when the Account is first opened.

It's your responsibility to keep all your Account details safe and secure and make sure they can't be accessed by others. You must take all reasonable precautions to prevent unauthorised use of your account and inform us if you become aware or suspect someone else knows these details and you want the Account blocked.

We'll make reasonable efforts to provide all our services. We may suspend all or part of our service where we consider it necessary. This includes:

- for maintenance;
- technical problems;
- regulatory reasons, or;
- for our protection

Your online account access allows you to view investment details and values. It also has an online Document Library that allows you to view Account literature and your Charges Information Document, together with other documents and statements applicable to the administration of your Account.

To make sure that you receive any important communications or alerts, it is important that you keep us updated with your current email address. You should also make sure that your email settings are set up to receive emails from us.

If you open a further Ready-Made Investment Account, you'll automatically be able to view all the details and documents for the new Accounts under the same access.

1.7 Contributions Into Your Account

Subject to any restrictions detailed in Sections 2.4, contributions to your Account can be made in the following ways:

- regular contributions by Direct Debit
- one-off contributions by BACS, CHAPS, Faster Payment or cheque
- one-off contributions by debit card.

Note: We may apply a handling charge for any contributions received by cheque.

When we identify a contribution for an Account and receive all the information needed, we'll match the contribution with any associated Instructions or Trade Instructions.

We'll process Trade Instructions to buy the Assets specified as soon as reasonably practicable, and (where applicable) in line with our Order Execution Policy Summary (see Appendix B).

If we can't match a contribution with an Account, we'll return the contribution as soon as practicable to the bank or building society from which the payment came. If the contribution is by cheque, we'll return the cheque to you.

We may also return contributions if:

- we receive a contribution before we receive an electronic application, as described in section 1.4; or
- the value of the payment received differs significantly from the amount you told us we'd receive.

We reserve the right to refuse any contribution at our discretion.

1.7.1 Regular Contributions

You can make regular monthly contributions by Direct Debit from a verified UK bank or building society account in your name.

You can start and stop regular contributions or change the amount at any time.

The collection date for contributions must be a date from the 1st to 28th of the month. For different Accounts (for example, ISA and GIA), the collection dates can vary.

After we receive Direct Debit instructions, we'll process them as soon as reasonably practicable. If we receive an instruction within 10 days of the intended collection date, the collection won't happen until the following scheduled collection date.

If a collection date is not a Business Day, we'll collect it on the next Business Day.

1.7.2 Failed Contributions

Transfer delays and Instructions: If we can't complete a transfer from your existing provider, we'll contact you for further instructions. Please note that we won't be liable for any losses that may arise from such delays.

Insufficient funds for Asset Purchases: If we purchase assets on your behalf and there are insufficient funds in your bank account to cover the payment, we'll sell the assets we bought in anticipation of that payment.

You'll be responsible for any losses we incur from any transactions that result from any payment that we don't receive, up to the value of your Account. We'll take this by deducting the amount of the loss from the Cash in your Account and, if there is insufficient Cash, by selling Assets in line with our Disinvestment Strategy described in Section 1.12.

If a gain arises from an Investment made by us into an Asset in expectation of a contribution, and the payment fails, or you do not satisfy our Anti Money Laundering checks, we won't pay the amount of the gain to you and we'll gift the gain to a registered charity of our choice.

Negative Balance Handling: Your account may go into a negative balance if you do not have enough available Cash to cover a transaction. In such cases, we'll cover the transaction until we receive the necessary funds from you, either through a sale you instruct or in line with our Disinvestment Strategy.

1.8 Assets And Cash Assets

Investment Options with Ready-Made Investments:

We offer a variety of funds through Ready-Made Investments, which are primarily Mutual funds. These funds come with different levels of risk, so it's important to read the relevant Key Investor Information Document (KIID), Key Information Document (KID), or prospectus for any fund you are interested in. These documents contain important information that can help you make informed investment decisions.

Changes to Assets:

We may sometimes need to make changes to the types of assets allowed in your account. If there is a regulatory, legal, or operational requirement to remove an asset from Ready-Made Investments or from any specific account, we may need to sell it. We'll notify you at least 30 days in advance.

Action required for Removed Assets:

If you are invested in an asset that is no longer available in your account, we'll inform you of your options. If we need you to take action and you do not provide us with instructions, we may sell the asset on your behalf.

Assets that can't be sold:

In cases where an asset can't be sold or transferred to you for a period of six months, you agree to give up all rights and interests in the asset. We'll give you 30 days' notice before disposing of the asset, which may involve:

- Abandoning ownership (for example, in the case of a company in Liquidation)
- Transferring ownership to you without consideration
- Selling the Asset to you

Mutual funds

Mutual funds are regulated collective investment schemes including:

- unit trusts;
- open-ended investment companies (OEICs);
- sociétés d'investissement à capital variable (SICAVs);
- any other permissible collective investment Scheme we make available to you through your Account.

Asset Values

Your accounts' performance shows how the value of your assets has changed in the market. If the value goes down, we're not liable for any loss in the value of your Assets. We only take responsibility if our negligence, fraud, or deliberate wrongdoing causes the loss, as explained in Section 1.17.4.

The price, which we'll use for the valuation of Assets in your Account will be on a mid-price basis.

Cash

Managing Cash in Your Account: To cover any charges due, we'll hold a small portion of your investment in Cash within each account. This is done through a bank account operated by one of our trusted Banking Partners. This account is shared among all Ready-Made Investments Account holders and other customers, in accordance with FCA Rules.

Interest on Cash: We receive interest from our banking partners on cash held in your account. The interest rate paid to you may be lower than the rate we receive. Retention of interest is one of the ways we are paid for providing our investment services. As the Bank of England interest rate is variable, the interest we pay may change at any time.

For more details about our Banking Partners and the current interest rates, please visit our website.

Interest Payments: Any Cash held in your account may be eligible for interest payments. The rate of interest applied to your account will be set by us, and we reserve the right to change this rate at any time. This is explained in detail in our Key Features Document and Charges Information Document.

If you request a full transfer or withdrawal from your account, we'll pay any accrued interest at the time of the transfer or withdrawal.

Protection and Availability of Cash: The Cash in your account is protected up to prescribed limits by the FSCS. You can find more information about this in Section 1.17.7 of our documentation. Sometimes, we may make Cash available to you before we receive the amount from our Banking Partners.

1.8.1 Investment

You must choose the Assets to invest in from the Investments available within Ready-Made Investments.

Each time you make a monthly contribution, one-off contribution, or transfer Cash from an existing ISA, you **must** provide us with clear instructions on which assets to purchase. If you fail to do so, the Money will remain as Cash in your account. Additionally, any changes to your regular contributions **need** new instructions from you.

You can have a different Instruction or Trade Instruction for each one-off contribution or Cash Transfer that is set up. It is also possible to change the Instruction or Trade Instruction for future regular contributions at any time.

If your Instruction or Trade Instruction includes an Asset that:

- has become subject to a Corporate Action described in Section 1.9.7, or
- has been withdrawn by us as an Asset available to invest into through Ready-Made Investments, or
- has become ineligible to hold in an Account, or
- is no longer available for investment in the market,

Then any future regular contributions relating to that Asset will be held as Cash in the relevant Account until we receive alternative Trade Instructions from you on how to invest it.

1.9 Buying And Selling Assets

Assets will be bought or sold at the price given at the time the Trade Instruction is confirmed by the Fund Manager. The timing of this confirmation will depend on when we receive the contribution from you (if applicable), the type of Asset and the trading Terms applied by the Fund Manager or relevant stock exchange.

1.9.1 Trading Instructions

Trade Instructions to buy and sell Assets will be completed online by you. We'll then forward these instructions to the relevant Fund Manager.

Neither us, nor the Fund Managers will give you advice on the suitability of any Trade Instruction requested by you.

Trades will be executed on an "At Best" basis.

1.9.2 Buying Assets

To buy assets, you need to provide a suitable trade instruction and any other requested information. This may include an appropriate payment or a Cash transfer from your existing ISA.

We'll send the trade instruction to the relevant fund managers in line with our Order Execution Policy. Once you submit a trade and the instruction matches the Cash, you can't cancel it.

The minimum trade value for buying assets is £0.01 for mutual funds, subject to any minimum levels set by the fund manager.

1.9.3 Selling Assets

To sell your assets, you need to provide a suitable trade instruction and any other requested information. Once we receive everything, we'll send your trade instruction to the relevant fund, in line with our Order Execution Policy.

If you want to reinvest the Money from the sale into other assets, you can do this using our 'switch' Online Service. After we submit the sale to the fund managers and they confirm the sale price, we'll begin purchasing the new assets for you.

1.9.4 Settlement

We'll settle trade instructions based on the contractual settlement date shown on your contract note. This applies even if we deal with custodians on an actual settlement basis, depending on the exchange where your order is traded. If we don't receive the proceeds from a sale you instructed from our custodian, we'll pay you the amount.

On the settlement date, we'll credit or debit Cash and investments to or from your account. You can check the date of these transactions on your account statement. This means that:

- The value from sales of assets in your account will appear from the date you place your order. You can use this amount to buy other investments. However, you can't withdraw the sale proceeds until after 12pm on the settlement date.
- Your account will show any investments purchased, along with their costs, from the date of your order. You can sell your investments right away, even if actual settlement hasn't happened yet. However, you won't be able to withdraw these investments until after actual settlement occurs.
- We will always endeavor to carry out your requests. Sometimes, factors beyond our control may prevent actual settlement. If that happens, we'll endeavour to settle the transaction for you. This may involve delaying contractual settlement or making changes to reflect the status of your purchase or sale. If there's a settlement issue, we'll notify you as soon as possible to explain your options.

1.9.5 Incomplete Instructions and Uncompleted Trades

It is possible in certain circumstances that Trade Instructions are not completed. For example:

- if an Asset has been suspended
- because of incomplete or unclear Trade Instructions
- or, because of insufficient Cash

We'll let you know whether your Trade Instruction has completed. However, if it's a regular buy instruction that fails due to insufficient Cash, we won't provide a notification. Any Cash related to an incomplete instruction will stay in your account as Cash.

1.9.6 Aggregation Of Orders

We'll send your Trades to our trusted Third-Party execution partner. They'll collect orders into the same Mutual Fund and order type before passing them to the Fund Manager ahead of the relevant fund valuation point.

Sometimes, we may need to delay processing your Trade Instructions due to circumstances beyond our control. If this happens, we'll usually process your Trade on the first Business Day after the delay ends.

When you instruct us to buy or sell an Asset, you agree that we'll process your Trade in the way we think is most efficient. If needed, and in line with our Stockbroker Partner's terms, you agree to us paying Cash to a Third Party before we've received ownership of the Assets on your behalf.

1.9.7 Corporate Actions

Certain types of Assets may at some point be subject to either a Voluntary Corporate Action or a Mandatory Corporate Action.

Voluntary Corporate Action

If we find that a Voluntary Corporate Action related to your investments has occurred, we'll make reasonable efforts to provide you with details of:

- the Assets affected;

- the options available;
- the deadline for selection;
- the default option that we'll apply if we don't hear from you.

Unless we consider it impractical to do so.

Confirming your selection

It will be your responsibility to confirm which option has been selected by the deadline date. If we don't receive a decision from you, or we receive your decision after the deadline, we'll do what we consider reasonable in the circumstances.

Asset Eligibility

If we find that a decision for a Voluntary Corporate Action could lead to holding an Asset, we'll assess its eligibility. If we decide the Asset isn't eligible for Ready-Made Investments, we won't allow that option to be selected.

Information Accuracy and Liability

You acknowledge that we rely on others for information about Voluntary Corporate Actions. When we send any such information to you, this is for ease of reference only. We accept no liability or responsibility for the accuracy of the information supplied to us.

Notification of Corporate Actions

There may be times when we aren't notified by the company, its registrar, CREST, or our third-party data provider about a corporate action, or when they don't provide us with enough information in time. As a result, we might not be able to pass on the details to you. In such cases, we won't be liable to you for any loss suffered.

Cash Requirements

When a voluntary corporate action decision has a Cash implication, such as a Rights Issue where you can purchase new shares in proportion to your existing holdings, the right amount of Cash must be in your account at the time we process the Corporate Action.

Mandatory Corporate Actions

When we identify a Mandatory Corporate Action linked to your Investments, you won't have the option to choose whether to participate. We'll send you an email alert to inform you once the Mandatory Corporate Action is complete.

Eligibility for Asset Holding

If we find that a Mandatory Corporate Action could result in holding an asset, we'll assess its eligibility. If we believe the asset isn't eligible for Ready-Made Investments, we won't let you select that option. This could result in us selling the holding and adding the proceeds to your Cash balance.

Accessing Corporate Action Details

You can view details of both Voluntary and Mandatory Corporate Actions in your Account transaction history online.

Pooled Investment Account

Your Investments are held in a Pooled Investment Account. This means that any shares we receive from a Corporate Action will be allocated to your Account. This will be based on the number of units you hold relative to the total number of units in the Pooled Investment Account.

Cash and Unit Entitlements

If a Corporate Action results in a Cash rounding difference or an entitlement to part of a unit in an asset, we reserve the right to retain that Cash or the part of the unit. Or, we may decide to donate them to a registered charity of our choice.

Proxy Voting

Annual Reports and Voting Information

If you invest in a fund, you don't directly own the shares or investments held inside that fund. Because of that, we won't send you company annual reports, shareholder updates, meeting notices or voting information for those underlying investments. Any voting rights are handled by the fund manager, not by you or us. On request the ISA Manager may provide information or the exercise of rights in respect of the units or shares in the collective investment scheme itself. If you want to see annual reports or other investor information, these may be available online at **www.investormeetcompany.com**

Election Rights for Corporate Actions

If the terms of a Corporate Action require an election to be made on behalf of our entire Nominee holding in a company, we may decide not to offer you an option if we believe it's reasonable not to do so. We'll make reasonable efforts to give you another option, but we can't guarantee that it'll be the same as the options offered by the company.

Class Actions

If we learn about a class action or group litigation related to investments that our nominee holds or has held on your behalf, we aren't obligated to inform you or take any action regarding that notification.

1.10 Ownership and Custody of Assets

You will always be the beneficial owner of the Assets in your Account; in other words you ultimately own them.

1.10.1 Assets

All Assets in the Ready-Made Investments ISA and GIA are held in accordance with the FCA Rules relating to Client Assets.

We'll act as your custodian and make sure that your Assets are held securely. We'll arrange for our Nominee or a Nominee from an affiliated company to hold your Assets. In some cases, we may deposit them with a Third-Party Custodian, who will then hold them through their Sub-Custodians.

Please note that the arrangements for holding and registering your investments can vary based on the type of investments and the country they come from.

Our standard business practice is to hold assets on your behalf in accordance with the above. But, if this isn't possible, we'll register your assets in the name of a Third Party. If that isn't possible either, we'll register them in our name, but only if:

- the Assets are subject to law or market practice of a jurisdiction outside of the United Kingdom; and
- we consider this to be in your best interests, or
- it's not feasible to do otherwise, because of the nature of the applicable law or market practice.

Understanding Your Asset Holding

Holding your assets in the ways we've described may mean you could lose certain incentives and shareholder benefits. The other nominee or Third Party that holds your assets might be located within or outside the jurisdiction where we provide services to you.

By agreeing to these terms, you consent to having your assets registered in our name when necessary.

Appointment of Nominees and Custodians

We reserve the right to appoint an alternative nominee or custodian for your investments at any time. If your assets are held by an alternative nominee or sub-custodian, we can't guarantee that you won't lose any assets if that sub-custodian faces administration, Liquidation, or a similar situation. In order to show that the Assets are not available to the entity's creditors, we'll take reasonable steps to make sure their records indicate that the assets are held for you and do not belong to us or the alternative nominee or sub-custodian.

Legal Ownership and Responsibility

Our Nominee, or the Nominee of an affiliated company, will be the legal owner of the Investments in your Account. The Nominee will hold your Investments in their name or to their order. However, they'll be held for your benefit and the Nominee will have a duty to deal with them on your behalf subject to these Terms.

Subject to Regulatory Requirements, you authorise us to direct and instruct the Nominee to discharge our responsibilities under these Terms. Our Nominee or the Nominee of an affiliated company is not an authorised person under the Financial Services and Markets Act.

Our Nominee can only hold investments and does not carry out business on its own behalf. We are responsible for their acts and omissions.

Share certificates or other documents evidencing title to Investments will be held by us or by our Nominee or the Nominee of an affiliated company.

Your Assets may be held with those of other clients of ours or our Sub-Custodians in one account, subject to Regulatory Requirements. In this case:

- we'll maintain records of your interests in the Assets that have been pooled;
- your right to specific Assets may not be identifiable;
- on occasion this may lead to Assets held being used to settle trades of another client, which may result in a temporary shortfall; and
- If we or our sub-custodians default and cause a shortfall, you might not receive your full entitlement.

When we identify a temporary shortfall, we'll resolve it as soon as possible. If needed, we'll allocate enough of our own Money to cover the value of the identified shortfall until we resolve it.

In the event of our or our sub-custodians default you may have to share in the shortfall in proportion to the value of the Assets that we or the sub-custodian hold for you with other clients.

We won't lend your Investments to any Third Party, nor will we use them as security for any borrowing.

1.10.2 Protecting Cash

All Cash in the Ready-Made Investments ISA and Ready-Made Investments GIA is held by us in accordance with the FCA Client Money Rules. We'll always deposit your Cash with one or more banks, which are authorised by the Prudential Regulatory Authority and regulated by the FCA and which are covered by the FSCS (see section 1.17.7 for more details).

We won't be legally responsible in the event of default of any Banking Partner that is holding your Money in accordance with these Terms & Conditions.

However, we'll use our reasonable endeavours to make available to you any rights we may have against such banks. In the event of our, a bank's or Trusted Third Party's default you may have to share in any shortfall in proportion to the value of Cash which we, the bank or Trusted Third Party hold for you with other clients.

On receipt of a Trade Instruction, we'll be required to transfer your Cash to a Trusted Third Party to execute the transaction. However both the Trusted Third Party agree to hold your Cash in accordance with the FCA Client Money Rules or to have adequate measures in place as agreed with us to protect your Cash prior to and after the Trade Instruction has been executed.

You agree that we may use an authorised Fund Manager or commercial Settlement system who, in the course of settling a transaction (purchase or sale), may treat Cash in relation to that transaction on a 'Delivery versus Payment' (DVP) basis. You should be aware that during this DVP window (ranging from one to three business days), and Cash being paid or received by that authorised Fund Manager or passing through the commercial settlement system need not be afforded Client Money protection as defined under the FCA Client Money and Asset Rules.

Where you are eligible for tax relief or a tax rebate from HMRC, we'll pay the respective amount to you. We'll then claim the amount back from HMRC. In the event that we deduct tax from your account in error, which we have not yet paid to HMRC on your behalf, we'll make the amount available to you upon identification of our error.

1.10.3 Our Rights Over Your Assets and Cash

We have the right to keep your Assets or Cash until you have paid a debt that you owe us. As well as any other rights we may be entitled to under any law, we'll have a general Lien over all your Assets and Cash we hold or control until you have paid off all your debts, liabilities and obligations owed to us under these Terms & Conditions.

If you owe us a debt, we may use any of your Assets or Cash that we hold or control to pay off or reduce that debt and/or to reimburse us for any costs we have incurred in recovering that debt. Section 1.12 outlines the Disinvestment Strategy we use when selling your Assets.

In the unlikely event that we mistakenly add any Assets or Cash to your Account, we may remove them from your Account. If you've withdrawn the Cash or sold the Asset, we'll treat the withdrawn Cash as a debt. We may use any of your Cash or Assets that we hold or control. This will help pay off or reduce that debt.

We won't be liable for any tax charges. We also won't be responsible for other losses. This applies to losses incurred by you or us. These losses result from our rights to sell your assets or your cash.

Any Assets or Cash held by an alternative nominee and/ or custodian appointed by us in accordance with Section 1.10.1 will be subject to a general Lien until you have paid off all of your debts, liabilities and obligations owed to both us and any relevant Third Party.

1.10.4 Pooling Risk

Your Assets may be pooled with those of our other Clients. This means:

- If we or any of our custodians default or become insolvent, we may not be able to repay a shortfall. You might have to share that shortfall proportionately.
- there is a risk that your options may be limited in respect of Corporate Actions; and you may receive Dividends or other distributions net of tax that has been paid or withheld at a less advantageous rate; and
- your Trade Instruction could result in receiving a fraction of a unit in an Asset. Where Trade Instructions are aggregated, we may receive an indivisible Asset allocation or Cash amount. In such cases, we apply a methodology based on the largest holding and timing of Trade Instructions to determine how the allocation is divided.

Where this results in a Cash rounding difference, or a fractional entitlement to part of a unit in an Asset, then we reserve the right to retain such Cash or the part of the unit in the Asset, or to gift them to a registered charity of our choice.

Where a Corporate Action or trading activity results in a total aggregate entitlement that is greater than that which we have received, we'll pay any difference to you.

We hold your Cash in pooled client Money bank accounts, held separately from our own Money. On occasion, your Cash may be held in a Transaction Account with a Trusted Third Party. Cash held may be placed in accounts with notice periods of, or on deposit for fixed terms of up to 95 days. Placing your Cash in notice or term deposit accounts does not in itself affect your ability to deal with or withdraw funds from your account. However, such amounts may not be immediately available for distribution in the event of our default or by one of the institutions with whom your Money is held.

1.11 Charges

The Charges that we may apply to your Account will depend on:

- the type of Account (ISA or GIA);
- the type of Assets you hold in your Account.

You can find more details about what you'll pay in the Charges Information Document. We provide this document when you open your account or whenever we add or change a charge.

If you hold both a Ready-Made Investments ISA and Ready-Made Investments GIA, we'll take the charges from the GIA. If there is insufficient Cash in the GIA, we reserve the right to take the charges from the ISA.

1.11.1 Charges Made By Us

The following Charges may be made by us on your Account. These Charges may vary from time to time.

1.11.2 Account Charge

An Account Fee (also known as Account Charge) will be deducted from your Account. Fees are detailed on the website and in the Our Fund Range and Investments Guide.

We'll deduct the charge from available Cash in your Account each month. Where there isn't sufficient cash available, we'll sell some of your Investments to cover the charge. This charge is applicable as long as you hold Investments in your account.

1.11.3 Charges on Assets

The following charges may be deducted by Fund Managers – not by us. These depend on the Assets you invest in.

Managers of Mutual funds may deduct charges from the assets you hold. These costs and charges will fall into three categories; ongoing, transaction and incidental.

- Ongoing charges are taken by Fund Managers for ongoing asset management. Examples of charges, which may be deducted by Fund Managers include investment management fees, custodian fees and research costs. These charges are generally deducted from the Asset every day before the price is calculated.
- Transaction costs are incurred by Fund Managers in buying or selling the underlying Assets they hold. Examples include brokerage commissions, exchange fees and stamp duty. These costs are deducted from the Fund Assets before the price is calculated.
- Incidental costs include any performance fees that may be charged by the Fund Manager if certain performance levels are achieved within a certain time period. These costs are deducted from the Fund Assets before the price is calculated.
- These Charges and any changes to them are decided by the Fund Manager and may be increased or reduced without prior notice. All expected Charges that apply to any Assets being purchased will be shown in your Charges Information Document. Current Charges relating to any Assets you invest in, will be detailed in the Charges Information Document we send you with your regular statements.
- Fund managers may also apply a dilution levy or dilution adjustment to buy or sell transactions; they'll only do this where a Bid-offer spread does not apply. Fund managers will deduct any dilution levy before investing a payment or from any payment due to you and this will show on your trading confirmation; any dilution adjustments will be reflected in the asset price.

A dilution levy or adjustment may be applied by the fund manager when there are unusually high levels of buying or selling transactions within a particular fund. It is designed to protect the interests of existing investors.

We'll pay for any third-party charges incurred by us that we can't subsequently pass on to you.

1.12 Disinvestment Strategy

Any charges due on your Account will be paid from the Cash in your Account. To make sure there is enough Cash to meet the charges, we'll sell Assets automatically. All such sales will be made in line with our Order Execution policy. The sale of Assets will follow the Disinvestment Strategy:

Where we make a Disinvestment to pay our monthly Account Charge, or to enable us to proceed with an Instruction, we'll sell Investments proportionately across the funds in your Ready-Made Investments Account, based on the percentage held in each fund at that time. Each month, we'll sell part of your investments to cover your account charge. As investment prices can go up or down, we'll sell 10% more than the charge amount to make sure there is enough to cover your charge. Any remaining cash will stay in your account and we'll use this towards the next charge due. When applying our costs and charges, we round up fractions of a penny to the nearest penny.

In the event there is insufficient Cash as a result of a failed contribution upon which we relied when processing a Trade Instruction as described in section 1.7.2, or where there is insufficient Cash to complete an Instruction in respect of a Voluntary Corporate Action, we may use this Disinvestment Strategy to meet any shortfall we suffer as a result of processing the Trade Instruction or acting on the Voluntary Corporate Action Instruction.

1.13 Withdrawals

You can arrange one-off withdrawals from your Ready-Made Investments ISA or Ready-Made Investments GIA at any time.

Withdrawals must be a specified Cash amount, in pounds sterling, and paid to a nominated UK bank or building society account.

We reserve the right to refuse the payment of a withdrawal where we suspect fraud or Money laundering.

1.13.1 One-off Withdrawals

One-off withdrawals will be paid to the nominated bank or building society account as soon as reasonably possible after all required checks and information have been received.

This will be paid electronically by one of the following methods:

- up to £250,000 will be paid by Faster Payment;
- over £250,000 will be paid by CHAPS.

If we receive an Instruction to withdraw the full value of an Account, where applicable, we'll deduct all the Charges due under these Terms & Conditions up to the date of the withdrawal.

1.14 Deceased Clients

If we receive notification of your death, we will:

- stop any regular contributions into your Account;
- stop any regular payments out from your Account;
- remove your access to view your Account online.

From the point we receive notification of your death, we'll cease any account charges. Investment charges will still apply. Depending on the type of Account you have, we will then proceed as set out in Section 2.6.

1.15 Account Closure by us

As well as the Account specific Terms of closure detailed in sections 2.7 and 3.2 we shall be entitled to close one or more of your Accounts for the following reasons:

- if you have not given us any documents we need to meet our regulatory or legal responsibilities;
- if you have failed to provide us with acceptable evidence or documentation for us to complete our Anti-Money Laundering verification process;
- if we believe, acting reasonably that any information or declaration you have given to us when opening an Account or subsequently, is untrue, misleading, or incomplete in any material way, or if you fail to inform us of any information you later become aware of which makes any previous information untrue, misleading or incomplete;
- if we must, under the terms of a court order;
- if you have lent, deposited as collateral or used as security one or more Assets in your Accounts or have tried to do so without our consent; or
- if you have done or failed to do something, which means we can't meet our legal and/or regulatory obligations.

We'll let you know in writing the date on which we'll be closing or suspending your Account. If we do decide to close your Ready-Made Investments Account for any of the reasons above, we'll treat this section as an instruction from you to close your Account.

1.15.1 Account Closure Generally

When your Account with us is closed, we'll ask you for your instructions regarding any Assets and Cash held for you and we'll agree a reasonable period for you to make alternative arrangements.

We won't be legally responsible for any Charges, fees, expenses, taxes or other amounts, which become payable by closing your Accounts.

We may close your Account if you have no regular monthly payments set up and you have had a nil balance for more than 6 months. We'll write to you to give you notice that we are about to take such action.

We may close your Account and pay any Cash balance to you, if you have no regular monthly payments set up and you have had a balance below £1,000 for more than 12 months (notwithstanding any steps taken by us to trace you as required by the Custody Rules).

1.15.2 Residual Payments

If we receive any residual payments relating to your Assets after the closure of your Accounts, or there is otherwise a balance remaining in your Accounts following closure, we will make reasonable endeavours to pay the amount(s) to you, less any appropriate administration expenses, via your previously chosen payment method or pass them to your next provider in line with your Instructions if possible.

If having made reasonable endeavours to pay any such amount(s) to you, there remains a balance on your Account of less than £25, 6 months after closing your account, an administration charge will be raised to clear the balance. This fee will be paid to a registered charity of our choice. We will take steps to ensure that we minimise any administration fees by, for example, postponing them until we are reasonably satisfied that we have received all sums we are likely to receive, bearing in mind any external factors such as applicable statutory time limits.

1.16 Changes We Can Make To These Terms & Conditions

We can change or add to these Terms and Conditions.

We'll do this for reasons that may include but are not limited to those set out below. Unless the change is in your favour, or neutral, we'll aim to give you at least 30 days' written notice, or other such period allowed or required by Applicable Law.

Details of the changes will be added to the product literature tab within your online Account and may also be sent to you by other means if appropriate. You'll also be able to find the most recent version of the Terms and Conditions in the Product Literature section of your online Account and on our website.

We may decide to change or add to these Terms and Conditions for any reason including but not limited to the following:

- if required to do so to take account of changes to, or meet, the Applicable Law, official HMRC guidance or HMRC codes of practice, the way in which we are regulated by the FCA, or the amount of capital we need to hold;
- So we can introduce new or improved technology, Services or operational practices;
- to put in place a recommendation, requirement or decision of any court, government body, Ombudsman, regulator or similar body;
- to make the Terms & Conditions clearer or to correct any errors we find;
- to reflect new or improved industry practice;
- to take account of any change to our corporate structure as a result of reorganisation of our business;
- to take account of changes to any levies or Charges we are required to pay by law or by the FCA or under the FSCS;
- where we have reasonable grounds to believe that failure to make changes could result in a material risk to us;
- to take account of any changes to, or affecting any Trusted Third Parties with whom we engage while providing the Services;
- to remedy operational and/or administrative errors when dealing with any Trusted Third Party;
- to proportionately reflect legitimate cost increases in, or restructures of, the Services we provide.

We'll always act reasonably and won't go beyond what we think is necessary to make the change.

1.17 Other Terms

If it is found that any section within these Terms and Conditions is invalid, that invalid section will have no effect on the validity of the remaining sections in these Terms and Conditions. The remaining Terms and Conditions will continue to remain in place.

Any failure or deferral to apply or implement rights under the Terms & Conditions by us or you does not mean that they won't be applied or enforced in the future.

Headings and sub-headings in these Terms & Conditions are for reference only.

1.17.1 Circumstances beyond our control

There may be, on occasion, certain extraneous circumstances that prevent us from applying the sections in these Terms & Conditions. These include but are not limited to:

- riot, civil unrest, military action, explosion or terrorism;
- fire, flood, extreme weather, earthquake, epidemic, pandemic or other natural disaster;
- malicious attack on our technology hardware and software;
- lockouts or other industrial action;
- unforeseen legislation or regulation imposed that is not the result of our misconduct;
- failure of important utilities like power, communications, water or transport that lead to disruptions; or
- any other event or circumstance that we are unable, using reasonable skill and care, to avoid.

Where any extraneous event as described above happens which was beyond our reasonable control and if you are being, have been, or are likely to be disadvantaged, we'll whenever possible, let you know as soon as we can, but you agree we bear no liability to you for any loss that has occurred.

1.17.2 Disclosure

By accepting these Terms & Conditions, you give us authority to disclose any information (when required by law or otherwise) in relation to your Accounts to the following bodies:

- HMRC or other UK government body;
- any regulatory authority, for example the FCA; or the police; or,
- a regulated contractual Third Party.

1.17.3 How To Complain

If you are unhappy with the way you have been treated by us, you always have the right to complain. You can write or telephone us at the address and number in the How to Contact Us section.

If you are not satisfied with our response, you can then raise the issue with:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Phone: **0800 023 4567**

Email: **complaint.info@Financial-ombudsman.org.uk**

Website: **Financial-ombudsman.org.uk**

Referring the matter to the Ombudsman won't affect your right to take legal action later.

1.17.4 Liability

Except where expressly said elsewhere in these Terms & Conditions, nothing shall exclude or limit the liability of any party for fraudulent misrepresentation, deceit or dishonesty, death or personal injury resulting from its negligence or any other liability that can't be excluded by law.

Subject to this section, we won't be liable to you for any losses including fees, Charges, compensation, loss of opportunity and taxes caused to you by:

- our decision to delay or suspend a Trade Instruction as described in section 1.9 unless it was caused by our negligence, fraud or wilful default;
- any delay in carrying out a Trade Instruction as described in section 1.9 caused by the unavailability of our Stockbroker Partner's computer systems;
- any loss on your Assets or the Money we hold that is not a direct result of our negligence or wilful default;
- our acts or omissions or those of any Banking Partners, except as a direct result of our negligence or wilful default;
- our action of enforcing any rights under these Terms & Conditions;
- any third-party failure or delay in carrying out your Instructions or Trade Instructions or for your Trade Instructions being carried out at a different price than that which we could have achieved if the Trade Instruction had been carried out at the time you expected it to be;
- any Third Party's failure to provide us with Cash or Assets to which you are entitled as part of a transaction;
- our inability to carry out your Instructions or Trade Instructions, or a delay in us doing so, where that failure or delay is the result of a business interruption or force majeure event that is beyond our control as described in section 1.17.1;
- our reliance on information provided by Third Parties where that information comes from other organisations that manage the Assets you have chosen to buy or transfer into your Account; or
- our reliance on market price data provided by Third Parties to carry out your Instruction, which proves to be mistaken or inaccurate.

This limitation of liability is subject to us complying with these Terms & Conditions and the FCA Rules.

Pursuant to section 1.2.1 and section 1.17.4 where an error or omission made by us has resulted in a financial detriment to you, we will, with your agreement as necessary, determine the amount by which you have been disadvantaged and pay this amount to you. Payment may be made at your request to your Account with us (where permissible) or your nominated bank account within ten business days of this amount being determined by us.

1.17.5 Law

Our relationship with you, these Terms & Conditions and the sections within it are subject to the law of England and Wales.

1.17.6 Ready-Made Investments Products

The Ready-Made Investments ISA and the Ready-Made Investments GIA are Products offered and operated by Embark Investment Services Limited. Embark Investment Services Limited is regulated by the FCA and has the necessary permissions to provide ISA and GIA Products. All Money invested into Accounts through these Products will be held by Embark Investments Services Limited in accordance with the FCA CASS Client Assets Rules.

1.17.7 Compensation

We're covered by the Financial Services Compensation Scheme, which was set up to provide compensation if firms authorised by the FCA can't meet claims made against them. The amount of compensation available depends on the type of business and the circumstances of the claim. Further information about the compensation arrangements is available from the Financial Services Compensation Scheme (**www.fscs.org.uk**).

1.17.8 Anti-Money Laundering and Fraud

To follow the Anti-Money Laundering Regulations 2007, we are required to verify the identity (or identities) of anyone connected to a Ready-Made Investments Account at the time an application is made.

These are in place to protect us and Clients against fraud and other financial crimes. We are responsible for carrying out these checks and may request extra identification if we have any cause for concern around any transactions made on the Account.

We may pass your details to our regulator or other governmental bodies when required by law to do so under the Anti-Money Laundering Regulations 2007.

Any unauthorised transaction on your Account, whether by you or anyone you have authorised, will be your responsibility.

1.17.9 Taxation Law and Practice

The Terms & Conditions are based on our current understanding of HMRC taxation law and practice. These may change from time to time. If there is any change to the law or practices that means we can't carry out these Terms & Conditions, we reserve the right to vary them. You'll be given notice of any such changes as soon as possible.

1.17.10 Communicating

Our contract with you is in English and all future communication about it will be in English.

Unless we decide otherwise, all communication will be made available to you through your Document Library. We'll notify you each time a new communication has been made available in your Document Library by sending you an email to the email address provided to us. All communications that have been made available to you in your Document Library, will stay there for the duration you hold an Account with us.

1.17.11 Our Regulator

Embark Investment Services Limited, which offers Ready-Made Investments, is authorised and regulated by the FCA.

1.17.12 Compensating us

You agree to compensate us for all costs, claims, demands, losses, expenses, and liabilities we suffer when acting on an Instruction or Trade Instruction given by you.

You agree to compensate us for any claim or demand made against us by any other person or organisation.

2. Additional Terms for your Ready-Made Investment ISA Only

2.1 Roles and Responsibilities

Your Ready-Made Investments ISA is a Stocks and Shares ISA and is classed as a Flexible ISA. We'll manage your Ready-Made Investments ISA in accordance with our Terms & Conditions and the ISA Regulations in force at that time. Where these Terms & Conditions conflict with the ISA Regulations, the ISA Regulations will prevail. Custody of the Assets will be held in line with Section 1.10, in accordance with which you'll remain the beneficial owner.

2.2 Starting Your Ready-Made Investments ISA

When you apply for a Ready-Made Investments ISA, you'll be prompted to complete an ISA declaration.

2.3 Cancellation Rights

The following Terms apply as well as to those in Section 1.5. If you cancel your request to set up a Ready-Made Investments ISA, we'll proceed as follows:

- if you cancel a transfer from a Cash ISA, the ISA Regulations provide we won't be able to return the transfer to the original Cash ISA manager and so you'll need to provide us with an Instruction to send it to another ISA manager. If we do not receive such an Instruction, it will be sent to you;
- if you cancel the Cash Transfer from a Stocks and Shares ISA and the transferring ISA manager refuses to take the transfer back, we'll hold the proceeds as Cash for 10 calendar days before returning it to you if no other Instructions or Trade Instructions are received;
- if you cancel your Ready-Made Investments ISA within the cancellation period, you'll be treated as not having taken out the ISA and so you'll be able to take out another Stocks and Shares ISA in the same tax year.

2.4 Contributions To Your Ready-Made Investments ISA

Contributions into your Ready-Made Investments ISA must not exceed the annual ISA allowance. It is up to you to make sure this does not happen.

As the Ready-Made Investments ISA is a Flexible ISA, if you make withdrawals from your ISA in line with Section 1.13, they may be paid back in the same tax year. Withdrawals are considered to be first of current year subscriptions, and second of previous year funds.

Any contributions made following a withdrawal will first be treated as a repayment of a previous withdrawal in the tax year, before they start to count towards your annual ISA allowance.

2.4.1 Additional Permitted Subscriptions

Following the death of your spouse or civil partner you may have an additional permitted subscription allowance. You may pay subscriptions up to the value of the allowance. The allowance will usually be the higher of either their ISA holdings at the date of their death or the value on the day their ISA was closed. Any subscriptions that you pay in relation to the additional permitted subscription allowance are in addition to those that you may also pay using your annual ISA allowance.

The additional permitted subscription allowance can be used with this ISA or another ISA manager if you want. Subject to HMRC rules, you may only transfer the allowance once to another ISA manager and any unused allowance may be lost if you then attempt to transfer this again to another ISA manager.

You may make additional permitted subscriptions in two ways:

- You may transfer your spouse or civil partner's existing ISA holdings subject to funds being available within this ISA. The transfer must be completed within 180 days of beneficial ownership passing to you;
- You may pay new subscriptions (excluding regular payments) within 3 years of the date of death, or if later, within 180 days of finalising the administration of your spouse or civil partner's estate.

2.4.2Transfers In

You may at any time instruct your existing ISA manager to transfer all or part of your ISA with them to us, in line with the ISA Regulations. This will be as a Cash Transfer, and not as an in-specie transfer of assets.

2.5 Withdrawals

You'll be able to provide an Instruction for a single withdrawal of all or part of the value of your Ready-Made Investments ISA and have the proceeds paid to you or transferred to another ISA manager.

You'll place Trade Instructions with us to sell the relevant Assets (in accordance with Section 1.9.3) and then we'll pay the proceeds at the earliest practicable time.

2.5.1 Transferring To another ISA Manager

You can transfer your current tax year's ISA contributions, or a previous tax year's contributions, to another ISA manager. Any contributions paid in the current tax year must be transferred in full.

If you have made any withdrawals in the current tax year and your intention is to transfer your Ready-Made Investments ISA to another ISA manager, you may want to consider repaying some or all of the withdrawals in accordance with the ISA Regulations. Once the ISA has been transferred to another ISA manager, you can't replace the withdrawals.

2.6 Deceased Clients

When we are notified of your death, your Ready-Made Investments ISA will be designated as a Continuing ISA, which will retain the tax benefits of a Ready-Made Investments ISA until the earlier of:

- closure of the Account;

- the completion of the administration of your estate resulting in your Account being closed; or
- three years from the date of your death.

In the event your Continuing ISA has not been closed prior to the expiry of the three-year period from the date of your death, we'll start the process of moving all Investments from your Continuing ISA to a Ready-Made Investments General Investment Account (GIA).

The movement of investments from your Continuing ISA to a Ready-Made Investments GIA won't incur any Charges from us.

Investments will remain unchanged but will remain subject to market movement until we receive the required documentation from the beneficiaries (or their personal representatives) that allows us to distribute any proceeds from the Continuing ISA or the Ready-Made Investments GIA.

2.7 Closing Your Ready-Made Investments ISA

Your Ready-Made Investments ISA will be closed when:

- the full value has been withdrawn;
- there is a material breach in the Terms & Conditions;
- the Account is deemed to be void under the ISA Regulations; or
- we are no longer an authorised ISA manager.

If we receive notification from HMRC to either repair or void your Ready-Made Investments ISA, we'll notify you as soon as practicable. HMRC will inform us of any action to take and we'll carry it out.

If your Ready-Made Investments ISA becomes void, we'll transfer your investments into a Ready-Made Investments GIA, thereby removing the beneficial tax status of the Account.

We may deduct proceeds to cover any tax liability incurred in voiding or repairing your Ready-Made Investments ISA and may request additional information to confirm your circumstances.

Because the Investment will no longer be held in the Ready-Made Investments ISA, you may be liable for tax on future distribution payments from Assets that are consequently held in a Ready-Made Investments GIA.

3. Additional Terms for your Ready-Made Investment GIA Only

3.1 Instructions

Any sale of Assets may need to be assessed against income and Capital Gains Tax through your self-assessment return.

Please consider whether any tax consequences arise after any Asset sales made from within your Ready-Made Investments GIA.

3.2 Closing Your GIA

Your Ready-Made Investments GIA will be closed when:

- the full value has been withdrawn; or
- there is a material breach in the Terms & Conditions.

4. Additional Terms for Invest+ Customers

4.1 What is Invest+?

Invest+ is a digital advice journey offered by Bank of Scotland that provides a one-off, personalised recommendation to customers to place their investable Cash into a Ready- Made Investment account and specific Asset, based on their investment experience, finances, attitude to risk and affordability.

4.2 Invest+ Roles and Responsibilities

You acknowledge that, where applicable, Bank of Scotland provides the Invest+ service to you and that you'll have entered a separate agreement with them for that digital advice service, covering your and their rights and responsibilities to each other.

4.3 Our Roles and Responsibilities

In addition to 1.2.1, we'll pay the Advice Fee that you have agreed may be deducted from your Account.

4.4 Investment

Invest+ will help you choose the Assets to invest your initial contributions in, from the Investments available within Ready-Made Investments.

Each regular contribution will continue to be invested in that asset unless you select an alternative investment from those available within Ready-Made Investments.

Advice Fee

Into the Charges outlined in 1.11, you'll also pay the Advice Fee you agreed with Bank of Scotland for the Invest+ service.

The Advice Fee is a one-off fee charged by Bank of Scotland for the advice and/or Services they provide you.

We offer a facility to pay the Invest+ fee from your Account.

We won't need written confirmation from you to action this instruction.

Any Advice Fee due on your account will need to be paid for from Cash. To make sure there is enough Cash to meet the charge, we'll sell Assets automatically in line with our Disinvestment Strategy (see 1.12).

Where you have elected to have your ISA Charges deducted from your Investment Account this will also apply to the Advice Fee.

4.5 Cancellation Rights

As defined in 1.5.1 if you exercise your right to cancel an Account during the 30-day cancellation period, what you get back will depend on the type of payment we receive:

- For a regular payment, we'll repay the payment we received at the start of the Account.
- For a Cash transfer or one-off payment, we'll return the payment, less any fall in the value of the assets purchased with that payment.

You'll still have to pay any Advice Fee, which we have not deducted.

5. Other Terms

5.1 Our Data Protection Policy

We're authorised under Data Protection Legislation to maintain, process and store your personal information. We'll use this information to set up and administer your Account and for legitimate business reasons (including, but not limited to, the provision of information to a Group Company, contracted Third Parties, and Trusted Third Party Service providers including, Fund Managers, if they reasonably request such information from us).

We may also be required to share information with other companies or organisations, governmental bodies or regulatory bodies (including those outside the EEA) if required to do so by Applicable Law so that they can process it. The processing of any information by us shall be conducted in compliance with Data Protection Legislation and our Privacy Notice, which you can find at **https://embarkgroup.co.uk/bank-of-scotland-privacy-notice/**

We'll otherwise keep your personal information confidential.

Information Commissioner's Office

The office of the Information Commissioner is the government-appointed office with responsibility for data protection. They can assist with any complaints or questions you may have. They can be contacted on **0303 123 1113** or online at **ico.org.uk**

5.2 International Tax Compliance

You understand and agree that where you have declared to us to being tax resident in any non-UK country, or where based on information you have provided to us, or where based on publicly available information, we have assessed you to be tax resident in any non-UK country, that for each calendar year you hold a reportable Account with us (currently just the Ready-Made Investments GIA is a reportable Account), certain personal and Financial information relating to your Ready-Made Investments GIA will be reported by us to HMRC the following year in accordance with the International Tax Compliance Regulations 2015, and may be transferred by HMRC to the government of another territory, in accordance with the relevant agreement in place between the UK and the authorities of that other territory.

In addition, we reserve the right to place restrictions on your Account to limit further contributions, investment execution and any activity as we see fit.

5.3 Remedies and Waivers

If you or we breach any of these Terms & Conditions, the appropriate remedy can be taken at any time in the future. No breach by any party will be excused or discharged except with the express written consent of the other.

If you or we fail to use, or delay in using, any right under these Terms & Conditions, it won't affect any other rights under these Terms & Conditions or the use of the same rights in the future.

5.4 Unenforceability

If any section of these Terms & Conditions, is held by a court or other competent authority to be invalid, illegal, or unenforceable, that section, (or any relevant part of it) shall be treated as deleted to the extent required and the validity and enforceability of the other sections of the Terms & Conditions (or remaining part of the particular section) shall not be affected.

If any section is found to be invalid, illegal or unenforceable you and we will consult to agree an alternative section, which achieves a similar result.

5.5 Third Party Rights

These Terms & Conditions apply exclusively to you and us and no Third Party may rely on or enforce any of the Terms contained herein. A person who is not a party to these Terms & Conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Terms contained herein.

5.6 Our Order Execution Policy

- Our Order Execution Process applies to all Trade Instructions we carry out on your behalf for your Ready-Made Investment account.
- Fund trades can only be executed with the fund's management company and they only trade once a day at the 'Assured Valuation Point' (AVP), when its assets are valued and the price per unit is set.
- When you buy or sell units in a fund, we send the order to the fund management company for execution at the next AVP.
- As an example, for a fund with an AVP of 12 noon, orders would ordinarily need to be placed by 11.15am to meet the day's cut-off time. Those orders will receive that day's price. Any orders placed after this time would receive the next working day's price. Each fund can have different AVPs and cut-off times, and if you want to know what these times are you'll need to contact us to check before trading.
- The price achieved and the date the orders were priced will be confirmed to you within your contract note.

After an Order is placed, if we're asked to cancel any dealings in the relevant investment/s by that Market, we won't be liable for any actual or potential loss you incur.

5.7 Conflict Of Interests Policy

There may be limited circumstances in which a conflict exists between your interests and those of us or our other clients.

To mitigate and control any conflicts, we have a Conflict of Interest Policy, which we can provide to you on request.

5.8 How To Contact us

If you have any questions about Ready-Made Investments, you should contact us using any of the methods below:

By messaging us through our app, by logging in and selecting ‘Support’.

By mail:

Ready-Made Investments team
Lloyds Banking Group
12 Wellington Place
Leeds
LS1 4AP

By telephone: **0330 123 5521**

Available Monday to Friday 9am to 5pm. Calls may be recorded for training purposes.

Appendix A

Glossary

Account
A specific account set up by you to hold a Product on the Embark Platform.

Actual Settlement
Means the date on which the buyer and the seller of an Asset deliver Cash proceeds in exchange for the Asset. Actual Settlement can take place after Contractual Settlement for a number of reasons, including where the seller of the Asset fails to deliver that Asset to the buyer.

Advice Fee
The Advice Fee is a one-off fee charged by Invest+ for the advice and/or Services they provide their customers.

Aggregation of Orders
A common method of executing trading orders at one time by placing orders in batches at time periods set by us across the Business Day.

Applicable Laws
Any law or regulation in force or applicable to the UK or European Union including any Court Order that is relevant in the context of the subject or topic being discussed.

Assets
Means Mutual funds.

"At Best" basis
The ability to buy Assets at the best price currently available in the market.

BACS
Payment Schemes Limited (BACS), formerly known as Bankers' Automated Clearing Services, is the organisation with responsibility for the schemes behind the clearing and settlement of UK automated payment methods.

Business Day
A day in which (UK) Financial markets are open for trading.

Cash
Means Cash held within your Account, and the pot we'll deduct charges from.

Cash Transfer
The process of moving Money to or from an Embark Platform Account as a Cash value and not a movement of Assets.

Charges
Means platform Charges, and any other applicable Charges that may be incurred from time to time.

Charges Information Document
Means the document, which can be found in your Document Library and which details the Charges applied to your Account agreed between you and us, as may be amended from time to time.

Customer
Means you as the holder of an Account.

Client Money Rules
Means CASS 7 rules, which form part of the FCA Rules.

Confirmation Schedule
Means the schedule we send you, which contains your Account information, which confirms we have accepted the application to open an Account with us.

Continuing ISA Account
Is the designation given to an ISA Account held by a Client after that Client's death.

Contractual Settlement
This means the expected date on which the buyer and the seller of an Asset agree to deliver Cash in exchange for the Asset.

Corporate Action
Means any event that affects the share capital, or unit capital, or holding structure of Investments and will be either a Voluntary Corporate Action or a Mandatory Corporate Action as determined by us.

CREST Account
The account we hold on CREST in the name of Embark Investment Services Nominee Limited.

Custodian
Means custodial financial institution regulated by the FCA or comparable regulatory authority that holds customer Assets and Cash for safekeeping to minimise the risk of their loss to you. This can be in either electronic or physical form.

Custody Rules
Means CASS 6 and CASS 7 rules, which form part of the FCA Rules.

Data Protection Legislation
Means the Data Protection Act 2018 as amended, the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), and any code of practice or guidance published by the UK Information Commissioner's Office.

Delivery vs Payment transaction
A deal where delivery of investments and payment of cash to effect settlement are intended to occur within one working day of each other.

Disinvestment Strategy
These are the rules and processes that are put in place by us that allow us to raise Cash in accordance with section 1.13.

Dividend
A distribution of profits made by a company to its shareholders, usually half-yearly.

Document Library
A secure area in your online Account where you can access certain documents and communications, we may send to you.

Faster Payment
A UK banking initiative to reduce payment times between different bank customer accounts to generally a few hours.

FCA or Financial Conduct Authority
The FCA is responsible for regulating the standards of conduct in retail and wholesale financial markets, and for supervising the infrastructure that supports those markets in the UK.

FCA Rules
Mean the rules contained in the FCA Handbook published by the FCA which sets out the rules and guidance pursuant to which FCA regulated businesses must adhere.

Financial Services Compensation Scheme (FSCS)
The Financial Services Compensation Scheme is an independent body, established under the Financial Services and Markets Act 2000 as the UK's statutory compensation fund of last resort, for customers of Financial Services Firms authorised by the FCA.

Fund Manager
The management company that creates and manages Mutual funds.

Identity Verification Check
Is a system used by us to verify the identity of Clients.

Instructions
Means all Instructions received from you, relating to an Account that are not Trade Instructions.

Investment
Means an Asset or Cash held or to be held in your Account.

Investor Number
Means the Client identification number that is issued by us and stated on the Confirmation Schedule and which is specific to you.

ISA Regulations
Means the HMRC published Guidance Notes for ISA Managers Guidance and supporting legislation as may be updated from time to time that applies to both ISA and JISA Products.

Key Features Document
A Key Features Document is a document which financial companies are obliged to provide you when you buy certain regulated products such as a Ready-Made Investments ISA or Ready-Made Investments GIA. It sets out the risks and benefits to you of purchasing or investing in the Product as well as important information on how it works.

Lien
A right to keep possession of Assets belonging to the Client until any Charges or other amounts owing by the Client have been paid.

Mandatory Corporate Action
Has the meaning described in section 1.10.6.

Mid-Price Basis
The average price between the best offer price of the sellers of the Asset and the best bid price of the buyers of the Asset based on information provided to us by trusted Third Parties.

Mutual funds
Has the meaning described in clause 1.9.

Online Services
The Services we provide you with the ability to view Account information securely online, such as current values, Asset holdings and personal details.

Pooled Account
A bank account in which Cash deposits for all Ready-Made Investments Account holders are received and held as part of a 'pool'.

Power of Attorney
Means a written document, acceptable to us, which grants a person the legal authority to act for another person in specified or all legal or financial matters.

Product
Means one of the Ready-Made Investments ISA and Ready-Made Investments GIA.

Retail Client
A person receiving regulated Services and who is not a Professional Client or eligible Counterparty determined in accordance with COBS 3 of the FCA Rules.

Settlement
Means the point at which an Asset is delivered to the buyer by the seller, and the buyer delivers the purchase value to the seller. This can happen in one of two ways: (a) Actual Settlement; or (b) Contractual Settlement.

Services
Means the services provided by us.

Terms & Conditions
Has the meaning given in section 1.1

Terms of Use
The rules that apply to your use of our technology and/or Services, and that form an integral part of our online Service and our Terms & Conditions with us.

Trade Instruction
Means an Instruction received from you, to buy or sell Investments relating to an Account.

Trading Terms
The rules a Fund Manager applies to Mutual funds or the rules applied by a relevant stock exchange.

Trusted Third Party
A Third Party we have entered into an agreement with (which, if applicable, complies with FCA outsourcing rules) for the provision of Services or information from that Third Party to us, or us to that Third Party, or to customers either together or individually.

Voluntary Corporate Action
An event initiated by the board of directors of a company or manager of a fund that affects all shareholders or unit holders and requires an action by those shareholders or unit holders to be taken, and where we have decided to notify you of such an event.

Appendix B

Order Execution Policy Summary

This Order Execution Policy applies to all Trade Instructions we receive from you and carry out on your behalf.

Order Execution Considerations:

We'll use the price available as the primary measure for achieving the best execution in respect of a Trade Instruction. Other factors include:

- our ability to Trade on the venue using automated execution technology;
- the nature of the stock and its liquidity;
- speed of completion;
- the likelihood of successfully carrying out your Instruction; and
- costs incurred to you from trading on the venue.

In deciding on how much importance we should attach to the factors mentioned above we also have to consider:

- the fact you are a retail customer for the purposes of the FCA Client categorisation rules;
- the size of the order, its impact on the market; and
- the characteristics of the Assets to which your Instruction relates.

We'll use our own commercial experience and judgement in determining the relative importance of these factors, and in general, we'll regard price as the most important of these factors for obtaining the best possible result. However, we recognise that there may from time to time be circumstances for some customers, particular instruments, or markets where other factors may be deemed to have higher priority.

Choosing A Venue and Executing Orders

The factors we consider when deciding on the execution venue include:

- general prices available;
- depth of liquidity;
- conditions in the market;
- speed of carrying out Instructions;
- cost of carrying out Instructions;
- the credit worthiness of the counter parties on the venue or the central counterparty; and
- quality and cost of clearing and settlement.

Note: In some markets our choice of venue may be limited because of the nature of our Instruction.

Venues for Particular Investments

We have set out below our current venues, which we most regularly use to carry out your Trade Instructions and which we believe provide the best prospects for getting you the best deal.

For Mutual funds, for example collective investment schemes (for example unit trusts or open-ended investment companies), we engage a Trusted Third-Party provider who deals directly with the Fund Manager.

For ETIs for example shares (with the exception of venture capital trusts) fixed income securities, and exchange Traded commodities (if they can be held on CREST/ Euroclear) we'll use a number of venues that we believe best allow us to meet our responsibilities under our Order Execution Policy.

We currently (but not exclusively) use Winterflood Securities Limited. When we carry out your Trade Instruction using Winterflood Securities Limited or another market maker, we buy or sell Investments from or to them, rather than using a regulated market or a multilateral trading system. We may also send your orders to a reputable Stockbroker Partner.

Finally, in choosing a venue we'll also consider whether the ETIs can be held within CREST. If the Investment can't be held in CREST, we won't proceed with the Trade Instruction.

Monitoring and Reviewing The Policy

On an annual basis we'll monitor the effectiveness of our order execution arrangements and the Order Execution Policy.

In the event we receive specific Trade Instructions to buy or sell investments in a particular way or at a particular price, then this Order Execution Policy does not apply to such Trade Instructions.

We'll let you know about any significant changes to our execution arrangements or the Order Execution Policy.

If you'd like this in another format such as large print, Braille or audio CD please ask in branch.

If you have a hearing or speech impairment you can use Relay UK. More information on the Relay UK Service can be found at **www.relayuk.bt.com**

Calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

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